

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

TONI NETTLES JOHNSON

PLAINTIFF

VS.

CIVIL ACTION NO.: 1:25cv114-HSO-BWR

CITY OF MOSS POINT, MISSISSIPPI

DEFENDANT

DEFENDANT'S MOTION TO ENFORCE SETTLEMENT

COMES NOW the Defendant, City of Moss Point, Mississippi, by and through its counsel of record, and files its Motion to Enforce Settlement Agreement and in support of said Motion, would show unto the Court the following, to-wit:

1. The parties previously negotiated a full and final settlement of this matter. See emails by and between counsel for Plaintiff and Defendant attached to the Motion as Exhibit "A". Specifically, counsel for Defendant made the following offer: "I passed along your counter and the response was that \$2,500.00 was all they were willing to pay. Will this work?" See emails attached as Exhibit "A". The response from Plaintiff's counsel through his litigation assistant was "offer accepted". See emails attached as Exhibit "A". See, Parmley v. 84 Lumber Co., 911 So.2d 569 (Miss. Ct. App. 2005) (attorney presumed to have authority to speak for and bind his client as to settlement).

2. The City of Moss Point requests that the Court enter an order enforcing the settlement agreement in this case. "The Mississippi Supreme Court has held that 'the law favors a settlement of disputes by agreement of the parties and, ordinarily, will enforce the agreement which the parties have made, absent any fraud, mistake or overreaching' because Mississippi prefers compromise through mediation or other means." Ivy Testing Serv., Inc. v. S&S

Commer., Inc., 2024 WL 4907595 (S.D. Miss. 2024). Accordingly, Defendant requests that the Court uphold the agreed upon settlement in this matter.

3. Due to the straightforward nature of this Motion, the undersigned requests relief from the local rule requirement of submitting a supporting Memorandum Brief.

WHEREFORE, PREMISES CONSIDERED, the City of Moss Point respectfully requests that the Court enforce the settlement entered into in the above, and for such other and further relief as the Court deems appropriate.

Respectfully submitted this the 16th day of July 2025.

CITY OF MOSS POINT, MISSISSIPPI
Defendant

BY: A. Kelly Sessoms, III
A.KELLY SESSOMS, III

Robert W. Wilkinson (MSB No. 105713)
A Kelly Sessoms, III (MSB No. 9466)
WILKINSON WILLIAMS BOSIO & SESSOMS, PLLC
734 Delmas Ave (39567)
Post Office Box 1618
Pascagoula, MS 39568-1618
228-762-2272
228-762-3223 (fax)
rwilkinson@wwbslaw.com
ksessoms@wwbslaw.com